

**Chapman and Cutler LLP**

Attorneys at Law • Focused on Finance®

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February 28, 2011

RECORDATION NO.

17029-5

FILED

MAR 01 '11 -1 00 PM

**SURFACE TRANSPORTATION BOARD**

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board (the "Board")  
395 E Street, S.W.  
Washington, DC 20423-0001

Re: **BNSF Railway Company**  
**Termination of Trust Indenture and Security Agreement (BN 1990-E)**

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination of Trust Indenture and Security Agreement (BN 1990-E) dated as of February 28, 2011, between Wilmington Trust Company, not in its individual capacity, except as expressly provided therein, but solely as owner trustee (the "Owner Trustee"), and U.S. Bank National Association, as indenture trustee (the "Indenture Trustee").

The enclosed document relates to the Trust Indenture and Security Agreement (BN 1990-E), dated as of September 26, 2007, between the Owner Trustee and the Indenture Trustee, memoranda relating to which were recorded with the Surface Transportation Board on September 24, 2007 at 8:00 A.M. under recordation numbers 17029-F, 17029-G and 17029-H.

The names and addresses of the parties to the enclosed document are as follows:

**Owner Trustee:** Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001  
Attention: Corporate Trust Administration (BN 1990-E)

**Indenture Trustee:** U.S. Bank National Association  
225 Asylum Street, 23rd Floor  
Hartford, Connecticut 06103  
Attention: Corporate Trust Services (BN 1990-E)

Chapman and Cutler LLP

The equipment covered by the aforesaid Termination of Trust Indenture and Security Agreement consists of all locomotives previously on file and subject to the Trust Indenture and Security Agreement, as the same may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination of Trust Indenture and Security Agreement (BN 1990-E).

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.  
Alvord and Alvord  
1050 Seventeenth Street, N.W.  
Suite 301  
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-2991).

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson  
Michael D. Robson

Enclosures

RECORDATION NO. 17029-J  
FILED

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**TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT  
(BN 1990-E)**

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION OF TRUST INDENTURE AND SECURITY AGREEMENT is made and entered into as of February 28, 2011 by and between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee ("*Owner Trustee*") and U.S. Bank National Association, a national banking association, as Indenture Trustee ("*Indenture Trustee*").

1. The Owner Trustee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BN 1990-E) dated as of September 26, 2007 (as amended, supplemented or modified to date, the "*Indenture*") by which the Owner Trustee granted a security interest in certain locomotives to the Indenture Trustee in order to secure the Owner Trustee's performance of its obligations as described in the Indenture. Memoranda relating to the Indenture were duly recorded with the Surface Transportation Board on September 24, 2007 at 8:00 A.M. under recordation numbers 17029-F, 17029-G and 17029-H. Capitalized terms used herein without definition have the meanings assigned to them in the Indenture.

2. The Indenture Trustee acknowledges that prior to the date hereof all of the Equipment Notes issued pursuant to the Indenture have been paid in full and all of the obligations under the Indenture have been fully satisfied, complied with and performed. Accordingly, the Indenture is terminated effective as of the date hereof and the lien in and on the Equipment pursuant to the terms thereof is discharged and released.

3. At the sole cost and expense of the Trust Estate, the Indenture Trustee agrees to execute and deliver to the Owner Trustee appropriate instruments releasing all property subject to the Indenture from any liens arising from the Indenture, and the Indenture Trustee shall execute and deliver such instruments and will execute and deliver such other instruments or documents as may be reasonably requested by Owner Trustee to give effect to such release, and each of Owner Trustee and Indenture Trustee will cooperate, as provided in the Indenture, in effectuating the release and discharge of all security interests, liens, pledges, financing statements, encumbrances and mortgages, in each case with respect to the Indenture Estate, including, without limitation, the Units. Indenture Trustee hereby authorizes Owner Trustee to file (i) UCC termination statements with respect to any UCC financing statements filed by or on behalf of Indenture Trustee pursuant to the transactions contemplated by the Indenture, the Participation Agreement and the Equipment Lease, or any other agreement related thereto and (ii) any necessary filings to effectuate the release and extinguishment contemplated by this Termination of Trust Indenture and Security Agreement, including, without limitation, filings with the Surface Transportation Board and/or the Registrar General of Canada.

4. This Termination of Trust Indenture and Security Agreement shall neither impair nor terminate the rights and obligations of the parties under the Indenture which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee

By 

Name:

Title:

**Jose L. Paredes**

**Assistant Vice President**

Executed on this 26<sup>th</sup> day of February, 2011.

U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee

By \_\_\_\_\_

Name:

Title:

Executed on this \_\_\_\_ day of February, 2011.

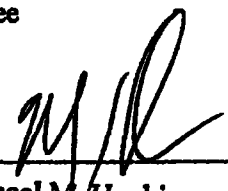
IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

WILMINGTON TRUST COMPANY, not in its  
individual capacity, but solely as Owner  
Trustee

By \_\_\_\_\_  
Name:  
Title:

Executed on this \_\_\_\_ day of February, 2011.

U.S. BANK NATIONAL ASSOCIATION, as  
Indenture Trustee

By  \_\_\_\_\_  
Name: Michael M. Hopkins  
Title: Vice President

Executed on this 25 day of February, 2011.

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE )

On this, the 28 day of February, 2011, before me, a Notary Public in and for said County and State, personally appeared Joseph Pasaden, who being by me duly sworn, says that (s)he is the ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY, that said instrument was signed on February 28, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

**IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.**

Susanne M. Gula  
Name: SUSANNE M. GULA  
Notary Public Notary Public - State of Delaware  
My Commission Expires: My Comm. Expires Nov. 21, 2011  
Residing in Delaware

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

On this, the \_\_\_\_ day of February, 2011, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on February \_\_\_\_, 2011 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

**Name:** \_\_\_\_\_  
**Notary Public**  
**My Commission Expires:** \_\_\_\_\_  
**Residing in** \_\_\_\_\_

STATE OF DELAWARE     )  
                                      )  
                                      )     SS.:  
COUNTY OF NEW CASTLE    )

On this, the \_\_\_\_ day of February, 2011, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that said instrument was signed on February \_\_\_\_, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

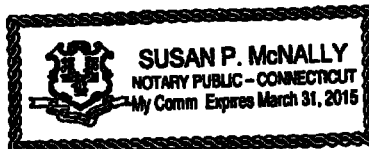
\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF CONNECTICUT    )  
                                      )  
                                      )     SS.:  
COUNTY OF HARTFORD     )

On this, the 25 day of February, 2011, before me, a Notary Public in and for said County and State, personally appeared Michael M. Hopkins, who being by me duly sworn, says that (s)he is the Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on February 25, 2011 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Susan P. McNally  
\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in Vernon, CT



**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/1/11



\_\_\_\_\_  
Robert W. Alvord